

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

FOOD SERVICE AND RELATED ITEMS

UNL RFP No. 2335-14-5010

**Cash-Wa Distribution Co., Inc.
401 West 4th Street
Kearney, NE 68848**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Cash-Wa Distribution Co., Inc., 401 West 4th Street, Kearney, NE 68848**, hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City to join with other units of government for cooperative purchasing; and

WHEREAS, the City through local inter-governmental cooperative purchasing has chosen to participate in the University of Nebraska at Lincoln's contract resulting from (UNL) Request for Proposals Bid #2335-14-5010 which was prepared in accordance with the University of Nebraska's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, material and equipment necessary to provide and deliver food and related items to/for various City agencies and divisions, in compliance with the prices as established via the University of Nebraska-Lincoln Request for Proposals Bid #2335-14-5010; and,

WHEREAS, the Contractor, in response to the City's request to participate in said agreement, has submitted to the City, an offer approving our participation under the same pricing structure, terms and conditions as the University of Nebraska with only those exceptions stated herein; and,

WHEREAS, the University of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the University of Nebraska-Lincoln Request for Proposal Bid #2335-14-5010, dated 4/21/2014, for food and related items, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide and deliver food and related items to/for the City.
2. TERM OF THE AGREEMENT: The contract shall be effective upon execution by both parties, through July 31, 2017.
 - 2.1 Upon conclusion of the initial period ending July 31, 2017, the contract may be renewed for two (2) additional one (1) year terms with mutual agreement by both parties, not to exceed the term of the current University of Nebraska contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. **PRICING:** Pricing of items will be based on the bid line items response details provided in the contract submitted by Cash-Wa Distribution Company to the University of Nebraska, dated 4/21/2014, copies thereof being attached and made a part of this Contract.

The City shall order on an as needed basis for the duration of the contract. The cost of products or services for the City shall not exceed \$160,000.00 for the remainder of the first contract year, and \$190,000.00 for contract years two and three, for a total of \$540,000.00 during the contract term without approval.

- 3.1 Terms of payment shall be net thirty (30) days for all merchandise meeting City's Specifications and approval. The City may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to University of Nebraska shall be made available to the City.

(Bid Prices and Contract terms for the City are subject to minimum order quantities.)

4. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the City, their agents, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. **TERMINATION:** This Contract may be terminated by the following:
- 7.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 7.2 Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver food and related items to/for the City.
 - 7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 7.2.3 Otherwise commits a substantial breach of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
8. **DELIVERIES:** Delivery as specific by the departments using this contract.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the contract between Cash-Wa Distributing Company, Inc. and the University of Nebraska-Lincoln Request for Proposal Bid #2335-14-5010, dated 4/21/2014.
10. **INSURANCE:** The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for City Contracts" attached hereto and incorporated by this reference. **The City of Lincoln shall be listed as additional insured with regard to the performance of the contract services.**

The Contract Documents comprise the Contract, and consist of the following:

- 1. City of Lincoln Contract Agreement
- 2. Proposal Bid #2335-14-5010 between University of Nebraska-Lincoln and Cash-Wa Distributing Company, Inc. dated 4/21/2014 - Short Form Agreement.
- 3. Federal Documents - Attachment A
- 4. Suppliers Response Detail
- 5. Bid Information
- 6. Question 22
- 7. USDA Inspection
- 8. Product Recall Program
- 9. AIB Certificate
- 10. State of Nebraska Department of Agriculture Inspection Report
- 11. DOT Gluten Free Stocking List
- 12. Sample usage report
- 13. Insurance Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)



Cash-Wa Distributing Co, Inc.
Name of Corporation

401 West 4th St Kearney, NE 68848
(Address)

By: Bob Kruse
Duly Authorized Official

Director of Multi Unit Accounts
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

UNIVERSITY OF NEBRASKA SHORT FORM AGREEMENT

THIS AGREEMENT, is made effective on the 1st day of August, 2014, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of the State of Nebraska, for and on behalf of the University of Nebraska ("the University"), and Cash-Wa Distribution Co. Inc. whose address is 401 West 4th Street, Kearney, NE 68848. ("the Contractor").

In some instances, other University of Nebraska campuses or state agencies may wish to explore the possibility of sharing in the benefits of this bid and its resultant contract.

The Contractor and the University agree to the following terms and conditions:

SECTION 1. THE WORK.

The Contractor shall furnish all the materials, labor, tools and transportation and perform all the work necessary to:

Supply food and related items to various locations on campus as outlined in the RFP and response.

(hereinafter called "the Work") as provided in the Contract Documents which shall mean and consist of this Agreement and the following documents, which are incorporated by reference into and made part of this Agreement:

University of Nebraska-Lincoln RFP Bid # 2335-14-5010 and CASH-WA DISTRIBUTION CO. INC.'s response dated 4/21/14.

Term: Term of the Contract shall be for a period of three (3) years from the effective date, with the option to renew for two (2) additional one (1) year periods by the University giving the Contractor written notice, no less than ninety (90) days prior to the end of the term, of the decision to renew.

SECTION 2. THE CONTRACT SUM.

Products included in this contract have a total estimated annual purchase value of approximately \$5.5 million annually. This estimated purchase is presented as a non-binding approximation and is neither intended as a minimum or a maximum. The University reserves the right to bid certain items due to volume or specialty pricing available as the result of market conditions. This is not an exclusive contract where all products are to be purchased from one sole supplier, however, our intent is to purchase the majority of all products from one primary vendor, when possible.

SECTION 3. PAYMENT SCHEDULE.

Net 30 Days from receipt of invoice or 7 Days at a discounted rate of .25%

SECTION 4. TIME OF COMPLETION.

The Contractor agrees to deliver the first order by August 1, 2014.

SECTION 5. INSURANCE AND BONDING.

The Contractor shall provide certificates of insurance and payment and performance bonds as set forth in the Contract Documents.

SECTION 6. INSPECTION.

The University may perform periodic or continuous inspection of the Contractor's performance of the Work. Such inspection by the University shall not relieve the Contractor of its duty and obligation to supervise and perform the Work as required by the Contract Documents.

SECTION 7. NONDISCRIMINATION AND WORKPLACE CONDUCT.

The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Work, with respect to hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, sex, disability or national origin. The Contractor further agrees that its employees and representatives and the employees and representatives of its subcontractors shall comply with all rules and regulations of the University pertaining to workplace conduct, and that any such employee or representative in

violation of the University's rules and regulations pertaining to workplace conduct shall be removed from the site of the Work and from property of the University.

SECTION 8. BINDING EFFECT AND ASSIGNMENT.

The Contract Documents shall be binding upon the University and the Contractor, and their respective subcontractors, successors, and assigns. Neither the University nor the Contractor may assign this Agreement without the duly authorized written consent of the other.

SECTION 9. GOVERNING LAW AND DISPUTE RESOLUTION.

The Contract Documents shall be construed, interpreted, and enforced in accordance with the laws of the State of Nebraska. Any dispute arising under the Contract Documents which is not settled by agreement of the parties shall be resolved in accordance with Nebraska law in a court of competent jurisdiction located in Lancaster County, Nebraska. Pending settlement or final decision in any judicial proceedings relating to dispute arising under the Contract Documents, the Contractor shall proceed diligently with the performance of the Work in accordance with the decision of the University.

SECTION 10. TERMINATION.

(a) The University may terminate this Agreement for cause at any time if the Contractor is in material breach of the Contract Documents or fails to make substantial progress toward performance of the Work. In the event of such a breach or failure to make substantial progress, the University shall provide the Contractor with no less than ten (10) days advance written notice that it intends to terminate this Agreement unless the breach or failure to make substantial progress is cured by the Contractor. If after such written notice, the Contractor fails to cure the breach or failure to make substantial progress, the University may terminate this Agreement and pursue all legal remedies available to it.

(b) The University may also terminate this Agreement without cause by giving written notice to the Contractor of its intention to terminate the Agreement. Upon receipt of such notice, the Contractor shall immediately stop performance of the Work. The University shall be obligated to pay Contractor for all portions of the Work completed as of the date of the Contractor's receipt of such written notice.

SECTION 11. LB403 COMPLIANCE.

The successful bidder, on behalf of itself and any subcontractor to the Contract agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

SECTION 12. DEBARMENT.

The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any governmental department or agency. If the contractor cannot certify this statement, submit a written explanation for review by the University.

SECTION 13. ENTIRE AGREEMENT AND AMENDMENT.

The Contract Documents comprise the entire agreement of the parties as to the subject matter set forth therein. The Contract Documents may not be amended or modified except in a writing that is signed by properly authorized representatives of both of the parties.

SECTION 14. Nebraska Legislative Bill (LB) 429.

Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.

SECTION 15. Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).

If applicable, this contractor and subcontractor shall abide by the requirements of 41-CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

SECTIONS 16. Section 503. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors to employ and advance in employment qualified individuals with disabilities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

Cash-Wa Distribution Co. Inc.

By: 

Title: VP of Sales

Date: 5/29/14

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By: 

Vice Chancellor for Business & Finance

Date: 6/4/2014



Help Log Off
Welcome BOBKRUSE!
Workgroup: Cash-Wa Distributing Co.

Bid Events Auction Events My Profile

Response Detail - 2335-14-5010 Addendum 3

Return Documents Response History Bid History

Information has been changed as part of an addendum. See 'Bid History' for details.

Bid Number 2335-14-5010 Addendum 3 (PRIME SUPPLIER CONTRACT--Food and Related Items)

Close Date & Time 4/21/2014 4:00:00 PM Central

Bid Duration 1 month

Response Status Response Submitted - 4/21/2014 11:06:15 AM Central

Response Total \$2,679,741.61

Award Details Event Details Messages Activities Attachments Attributes Line Items Response Attachments Response Submission

Bid Line Items

#	Specification	Qty	UOM	Response	Extended
Line #16:	This item has been changed as part of an addendum. See 'Bid History' for details.				
1	Indicate the Percentage Mark-Up for Canned Goods & Staples Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)			* 4.25%	4.25%
	Item Attributes				
	# Attribute				Response
1	Other Delivery Locations The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?				9.00%
2	Alternate Delivery Schedule-3 day In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?				4.50%
3	Alternate Delivery Schedule by Type of Goods In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?				4.25%
2	Indicate the Percentage Mark-Up for Dairy Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)			* 4.25%	4.25%
	Item Attributes				
	# Attribute				Response
1	Other Delivery Locations The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?				9.00%
2	Alternate Delivery Schedule-3 day In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?				4.50%
3	Alternate Delivery Schedule by Type of Goods In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?				4.25%
3	Indicate the Percentage Mark-Up for Fresh Produce Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)			* 11%	11%
	Item Attributes				
	# Attribute				Response
1	Other Delivery Locations The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?				11.00%
2	Alternate Delivery Schedule-3 day In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?				11.00%
3	Alternate Delivery Schedule by Type of Goods In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?				11.00%
4	Indicate the Percentage Mark-Up for Frozen Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)			* 4.25%	4.25%
	Item Attributes				
	# Attribute				Response
1	Other Delivery Locations The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?				9.00%
2	Alternate Delivery Schedule-3 day In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?				4.50%
3	Alternate Delivery Schedule by Type of Goods In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?				4.25%
5	Indicate the Percentage Mark-Up for Meat (Beef & Pork) Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)			* 4.25%	4.25%
	Item Attributes				
	# Attribute				Response
1	Other Delivery Locations The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?				8.00%
2	Alternate Delivery Schedule-3 day In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?				4.50%
3	Alternate Delivery Schedule by Type of Goods In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?				4.25%
6	Indicate the Percentage Mark-Up for Paper & Related Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)			* 4.25%	4.25%
	Item Attributes				
	# Attribute				Response
1	Other Delivery Locations The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?				9.00%
2	Alternate Delivery Schedule-3 day In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?				4.50%
3	Alternate Delivery Schedule by Type of Goods In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?				4.25%
7	Indicate the Percentage Mark-Up for Poultry Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)			* 4.25%	4.25%
	Item Attributes				
	# Attribute				Response
1	Other Delivery Locations The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?				8.00%
2	Alternate Delivery Schedule-3 day In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?				4.50%
3	Alternate Delivery Schedule by Type of Goods In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?				4.25%

8	Indicate the Percentage Mark-Up for Seafood				* 4.25%	4.25%
	Item Notes: Per case (or pound, each, package, dozen, gallon, etc.)					
	Item Attributes					
	# Attribute					Response
	1 Other Delivery Locations					8.00%
	The University of Nebraska-Lincoln has food service operations outside of the Lincoln, NE area (Reference Scope of Work). What would your percent mark-up over cost be for these customers?					
	2 Alternate Delivery Schedule-3 day					4.50%
	In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?					
	3 Alternate Delivery Schedule by Type of Goods					4.25%
	In the event the University elects to use a 5 day per week delivery schedule with alternating days by dry and refrigerated goods (ex: Mondays, Wednesdays, and Fridays refrigerated; Tuesday, Thursday dry goods), what would your percent mark-up over cost be?					
9	BEEF FZ STK EZE BREAKAWAY ORIG	346	Case	*\$53.48		\$18,504.08
	Manufacturer: ADVANCE Manufacturer #: 1145-001					
	Item Notes: Pack Size: 43 / 4.5 oz					
	Item Attributes					
	# Attribute					Response
	1 Bidder's Invoice Cost					\$51.30
	This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
	2 % Markup					4.25%
	This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
	3 Freight Charges per Case					\$0.00
	Freight charges per case to be added to Suppliers cost, plus % of markup.					
10	CHIC FRIED CHIC RAW BRD	499	Case	*\$32.08		\$16,007.92
	Manufacturer: ADVANCE Manufacturer #: 37541					
	Item Notes: Pack Size: 40 / 4 oz					
	Item Attributes					
	# Attribute					Response
	1 Bidder's Invoice Cost					\$30.77
	This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
	2 % Markup					4.25%
	This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
	3 Freight Charges per Case					\$0.00
	Freight charges per case to be added to Suppliers cost, plus % of markup.					
11	BEEF PC PUB STK BURGER CHOICE	324	Case	*\$48.38		\$15,675.12
	Manufacturer: ADVANCE Manufacturer #: 15930					
	Item Notes: Pack Size: 53 / 3 oz					
	Item Attributes					
	# Attribute					Response
	1 Bidder's Invoice Cost					\$46.41
	This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
	2 % Markup					4.25%
	This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
	3 Freight Charges per Case					\$0.00
	Freight charges per case to be added to Suppliers cost, plus % of markup.					
12	CHIC FRIED CHIC SUPRCRSP BRD	255	Case	*\$31.71		\$8,086.05
	Manufacturer: ADVANCE Manufacturer #: 02044-761					
	Item Notes: Pack Size: 40 / 4 oz					
	Item Attributes					
	# Attribute					Response
	1 Bidder's Invoice Cost					\$30.42
	This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
	2 % Markup					4.25%
	This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
	3 Freight Charges per Case					\$0.00
	Freight charges per case to be added to Suppliers cost, plus % of markup.					
13	CHIC STK EZE BREAKAWAY RAW ORIG	203	Case	*\$38.05		\$7,724.15
	Manufacturer: ADVANCE Manufacturer #: 41140					
	Item Notes: Pack Size: 48 / 4 oz					
	Item Attributes					
	# Attribute					Response
	1 Bidder's Invoice Cost					\$36.50
	This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
	2 % Markup					4.25%
	This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
	3 Freight Charges per Case					\$0.00
	Freight charges per case to be added to Suppliers cost, plus % of markup.					
14	BEEF FZ CNTRY FRY STK CHPD	194	Case	*\$27.46		\$5,327.24
	Manufacturer: ADVANCE Manufacturer #: 2941					
	Item Notes: Pack Size: 40 / 4 oz					
	Item Attributes					
	# Attribute					Response
	1 Bidder's Invoice Cost					\$26.34
	This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
	2 % Markup					4.25%
	This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
	3 Freight Charges per Case					\$0.00
	Freight charges per case to be added to Suppliers cost, plus % of markup.					
15	PORK FZ FRIT RAW BRD DLX	106	Case	*\$30.59		\$3,242.54
	Manufacturer: ADVANCE Manufacturer #: 6641					
	Item Notes: Pack Size: 40 / 4 oz					
	Item Attributes					
	# Attribute					Response
	1 Bidder's Invoice Cost					\$29.34
	This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
	2 % Markup					4.25%
	This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
	3 Freight Charges per Case					\$0.00
	Freight charges per case to be added to Suppliers cost, plus % of markup.					
16	APPLESAUCE NAT MUSLMN GRK FRT CUP	1,446	Case	\$22.68		\$32,795.28
	Manufacturer: Muslims Manufacturer #: -037323116118					
	Item Notes: Pack Size: 6 / 4 oz					

Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost					
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup					
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case					
Freight charges per case to be added to Suppliers cost, plus % of markup.					
17	SALAD CHICKEN CLASSIC	119	Case	*\$18.65	\$2,219.35
Manufacturer: ALLISONS Manufacturer #: ALD8012					
Item Notes: Pack Size: 2 / 3 lb					
Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost				\$17.89	
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					
18	SHRIMP 71/90 CKD P&D TQF T/OFF	161	Case	*\$67.03	\$10,791.83
Manufacturer: AQUA STAR Manufacturer #: 1791711					
Item Notes: Pack Size: 5 / 2 lb					
Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost				\$64.30	
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					
19	SHRIMP 41-50 RAW P&D T/OFF	176	Case	*\$73.35	\$12,909.60
Manufacturer: AQUA STAR/OCEAN HORIZON Manufacturer #: 44105850276					
Item Notes: Pack Size: 5 / 2 lb					
Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost				\$70.36	
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					
20	CROISSANT BUTTER SLIC 1.5oz	303	Case	*\$33.69	\$10,208.07
Manufacturer: BAKER BOY Manufacturer #: 32665					
Item Notes: Pack Size: 60 / 1.5 OZ					
Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost				\$32.32	
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					
21	ROLL DOUGH SUB WHITE	163	Case	*\$30.11	\$4,907.93
Manufacturer: BAKER BOY Manufacturer #: 11351					
Item Notes: Pack Size: 72 / 6 OZ					
Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost				\$28.88	
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					
22	CINN ROLL DOUGH WGR	76	Case	*\$32.37	\$2,460.12
Manufacturer: BAKER BOY Manufacturer #: 12121					
Item Notes: Pack Size: 240 / 1.25 oz					
Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost				\$31.05	
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					
23	BUN HAMBGR DOUGH 2oz	88	Case	*\$27.29	\$2,401.52
Manufacturer: BAKER BOY Manufacturer #: 11030					
Item Notes: Pack Size: 180 / 2 OZ					
Item Attributes				Response	
# Attribute					
1 Bidder's Invoice Cost				\$26.18	
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					
24	POTATO PEARLS EXCEL BASIC	212	Case	*\$51.54	\$10,926.48
Manufacturer: Basic American Manufacturer #: 76468					
Item Notes: Pack Size: 12/28.25 OZ					
Item Attributes					
# Attribute					
1 Bidder's Invoice Cost					
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.					
2 % Markup				4.25%	
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.					
3 Freight Charges per Case				\$0.00	
Freight charges per case to be added to Suppliers cost, plus % of markup.					

# Attribute				Response
1 Bidder's Invoice Cost				\$49.44
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.				
2 % Markup				4.25%
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.				
3 Freight Charges per Case				\$0.00
Freight charges per case to be added to Suppliers cost, plus % of markup.				
25	PICKLE DILL SLIC 1/8 CC PCH	210	Case *\$23.75	\$4,987.50
Manufacturer: BAY VALLEY Manufacturer #: 15022751170				
Item Notes: Pack Size: 8 / 80 oz				
Item Attributes				
# Attribute				Response
1 Bidder's Invoice Cost				\$19.53
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.				
2 % Markup				4.25%
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.				
3 Freight Charges per Case				\$3.25
Freight charges per case to be added to Suppliers cost, plus % of markup.				
26	PEPPER JALAPENO SLIC BAY VALLEY	133	Case *\$29.88	\$3,974.04
Manufacturer: BAY VALLEY Manufacturer #: 12730721170				
Item Notes: Pack Size: 4 / 1 gal				
Item Attributes				
# Attribute				Response
1 Bidder's Invoice Cost				\$26.06
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.				
2 % Markup				4.25%
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.				
3 Freight Charges per Case				\$2.60
Freight charges per case to be added to Suppliers cost, plus % of markup.				
27	RAVIOLI CHEESE BRD OVN	437	Case *\$34.41	\$15,037.17
Manufacturer: BERNARDI Manufacturer #: 74952				
Item Notes: Pack Size: 2 / 5 lb				
Item Attributes				
# Attribute				Response
1 Bidder's Invoice Cost				\$33.01
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.				
2 % Markup				4.25%
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.				
3 Freight Charges per Case				\$0.00
Freight charges per case to be added to Suppliers cost, plus % of markup.				
28	COOKIE DOUGH CHOC CHIP	286	Case *\$33.15	\$9,480.90
Manufacturer: BEST MAID Manufacturer #: 8P318				
Item Notes: Pack Size: 240 / 1 oz				
Item Attributes				
# Attribute				Response
1 Bidder's Invoice Cost				\$31.80
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.				
2 % Markup				4.25%
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.				
3 Freight Charges per Case				\$0.00
Freight charges per case to be added to Suppliers cost, plus % of markup.				
29	COOKIE CHOC CHIP IW VALUE TFF	429	Case *\$20.69	\$8,876.01
Manufacturer: BEST MAID Manufacturer #: 70707				
Item Notes: Pack Size: 144 / 1 oz				
Item Attributes				
# Attribute				Response
1 Bidder's Invoice Cost				\$19.85
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.				
2 % Markup				4.25%
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.				
3 Freight Charges per Case				\$0.00
Freight charges per case to be added to Suppliers cost, plus % of markup.				
30	COOKIE DOUGH SUGAR BM	289	Case *\$27.52	\$7,953.28
Manufacturer: BEST MAID Manufacturer #: 8P311				
Item Notes: Pack Size: 240 / 1 oz				
Item Attributes				
# Attribute				Response
1 Bidder's Invoice Cost				\$26.40
This is the dollar amount charged to the Bidder for one case/pound/each of the product. Suppliers may be required to show proof of their "Invoice Cost". For Market Basket purposes, Supplier's Invoice Cost must be their most recent billing invoice or dated price sheet between February 15, 2014 and March 15, 2014.				
2 % Markup				4.25%
This is the percent mark-up over cost the supplier is charging UNL for delivering one unit of a given product/item.				
3 Freight Charges per Case				\$0.00
Freight charges per case to be added to Suppliers cost, plus % of markup.				
Items 1-30 shown of 243				Page 1 of 9 shown
				1 2 3 4 5 6 7 8 9 10

**CITY OF LINCOLN
ACCESS TO RECORDS**

Access to Records. The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the grantee or a subgrantee in accordance with Federal Requirements, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to Federal Requirements to provide the appropriate Federal agency access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser and the appropriate Federal agency access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the Recipient or a subgrantee of the Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(1)
BREACHES AND DISPUTE RESOLUTION**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(6)
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(9)
COPYRIGHTS AND RIGHTS IN DATA**

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR
RESEARCH WORK.**

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance.

(c) When Federal assistance is awarded for experimental, developmental, or research work, the general intention is to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit the Federal agency involved to make available to the public, either the Federal agency's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

CITY OF LINCOLN

Debarment and Suspension

Awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), are considered covered transactions for purposes of 45 CFR. As such, no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order No. 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order No. 12549.

Contractors with awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), must provide the required certification regarding its exclusion status and that of its principal employees.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The signed and submitted bid or proposal contains material representations of fact relied upon by **City of Lincoln**. If it is later determined that the bidder or proposer knowingly rendered an erroneous representation of its debarment or suspension status, in addition to remedies available to **City of Lincoln**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 45 CFR. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(13)
ENERGY POLICY AND CONSERVATION ACT**

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the Nebraska state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871.) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(3)
Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY**

Civil Rights, Equal Employment Opportunity The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(8)
PATENT RIGHTS**

Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the necessary parties are notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(7)
REPORTING REQUIREMENT AND REGULATIONS**

Contractor agrees to provide the City, upon request, full and complete reports and/or other information as to the Contractor's operations and conduct under the Contract.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(11)
RETENTION OF RECORDS**

Contractor agrees to retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Rights to Inventions Made Under a Contract or Agreement

Contractor agrees to comply with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts or Cooperative Agreements, and any implementing regulations issued by City of Lincoln. This contract provides for the rights of the Federal Government and City of Lincoln with regard to the performance of experimental, developmental, or research work in any resulting invention as specified under 37 CFR Part 401.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(2)
TERMINATION PROVISIONS**

Termination. This Contract may be terminated by the following:

Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.

Termination for Cause. The City may terminate the Contractor for cause if the Contractor:

- 1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide the services outlined in the Contract
- 2) Disregards Federal, State or local laws, ordinances, regulations, resolution or orders
- 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

University of Nebraska-Lincoln

Bid Information

Bid Owner Sara Luther Sourcing Specialist
Email sara.luther@unl.edu
Phone (402) 472-2218
Fax (402) 472-2246

Bid Number	2335-14-5010 Addendum 3
Title	PRIME SUPPLIER CONTRACT--Food and Related Items

Bid Type	RFP - Request for Proposal
Issue Date	03/21/2014
Close Date	4/21/2014 4:00:00 PM

Contact Information

Address 1700 Y Street
Lincoln, NE 68588-0645

Contact
Department
Building
Floor/Room
Telephone 1 (402) 472-2126
Fax 1 (402) 472-2246
Email ebid@unl.edu

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
 Fax _____
 Email _____

Signature _____

Supplier Notes

Date / /

Bid Notes

In order to participate in this bid you must submit your responses electronically through this eBid system. No paper bids will be accepted.

The University is accepting proposals for a Prime Contract Supplier-Food and Related Items.

Bid Activities

Date	Name	Description
3/31/2014 2:00:00 PM	Mandatory Pre-Bid Meeting	Mandatory pre-bid meeting for all potential bidders. Only attendees will be considered when evaluating bid submissions. Location: Procurement Services, 1700 Y Street, Lincoln, NE. Also available via Adobe Connect at https://connect.unl.edu/ebid
4/4/2014 5:00:00 PM	Bidder Questions Deadline	In order to be given consideration, any questions or requests for bid interpretation must be received by UNL's Procurement Office no later than this date/time. Questions must be submitted to ebid@unl.edu.
4/8/2014 5:00:00 PM	UNL Response to Bidder Questions	UNL will respond to any questions or clarifications submitted to the Procurement Services Office in writing by the deadline date. Those responses will be posted on this bid via an addendum.

Bid Messages

Date	Subject	Message
04/21/14	Item # 150	Bidder who are not able to get pricing for this line item due to manufacturer number should enter the number 1 for line #150 and all attributes related to this line item. This line will be removed from the market basket during evaluation. Thank you.

05/08/14 Intent to Award

This is to notify all Bidder(s) who responded to this bid opportunity that the University intends to enter into negotiations with Cash-Wa Distributing.

We thank you for your continued interest in the University of Nebraska.

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Bid Tab for Suppliers.pdf	
Header	UNL Bidder Requirements .pdf	Standard Bidder Requirements document. Each bidder must review this document and acknowledge so in the Attributes tab.
Header	UNL Terms and Conditions.pdf	Standard Bidder Requirements document. Each bidder must review this document and acknowledge so in the Attributes tab.
Header	Food Scope of Work.pdf	Scope of Work
Header	Sign in Sheet--Pre-bid.pdf	Pre-Bid Sign in Sheets
Header	UNL Response to Questions-Addendum 1.pdf	
Header	Deviated Pricing 2013.pdf	List is include all deviations and rebates utilized in 2013 by UNL.
Header	Maket Basket excel format.xlsx	Excel format Market basket listing. UNL is not responsible for any discrepancies between the excel format and the line items tab. Excel format is provided as a courtesy and is not an accepted form of submittal.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Bidder Requirements	I acknowledge reading and understanding the UNL Bidder Requirements attachment. <p> All bids must be received by the system prior to the bid deadline. It is the responsibility of the bidder to allow adequate time for reviewing and submitting their proposal prior to the deadline to ensure all required responses have been completed. Incomplete bids will be rejected by the system. </p>	_____ (Required)
2	Bid Terms and Conditions	I acknowledge reading and understanding the Bid Terms and Conditions attachment.	_____ (Required)
3	Scope of Work	I have carefully examined the Scope of Work attachment and I fully understands the type and quality of the product(s) and/or service(s) sought by UNL and hereby propose to supply such at the prices stated and in accordance with this bid.	_____ (Required)
4	Bid Responses	Unless a response specifically requests an attachment I shall make every effort to provide answers in the spaces available within each bid tabs. Furthermore I understand that by not doing so this may disqualify my proposal as submitted.	_____ (Required)

- | | | | |
|----|------------------------------|---|------------------|
| 5 | Company Profile | Describe your company (a brief history may be appropriate), its size and locations, and number of employees. | _____ (Required) |
| 6 | Audited Financial Statements | <p>The bidder shall, upon request, provide UNL with audited financial statements and that of any parent or holding company for the three most recent fiscal years. Demonstrated financial ability and stability to ensure performance under any contract awarded is of extreme importance to the evaluation process. Without stating specific reasons, the University may reject or refuse to further evaluate any proposal based on the exercise of its judgment in its sole discretion that the financial position presented in a proposal lacks the qualities that UNL deems necessary to the success of the project. Entities unable to meet the requirements set forth in this paragraph may provide other information or guaranties, which in the discretion of UNL, meet its concerns regarding financial stability. Can you provide, if requested, three years of audited financial statements as described above?</p> <p>Valid Responses: [Please Select], Yes, No</p> | _____ (Required) |
| 7 | Litigation or Claims | Identify any litigation or claim brought against your company within the last seven years, which might reflect adversely on your company's professional image or ability in relation to providing the goods or services sought under this bid. | _____ (Required) |
| 8 | Company Sale or Acquisition | Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain. | _____ (Required) |
| 9 | Reference #1 | Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do NOT reference University of Nebraska or it's employees. | _____ (Required) |
| 10 | Reference #2 | Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do NOT reference University of Nebraska or it's employees. | _____ (Required) |
| 11 | Reference #3 | Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do NOT reference University of Nebraska or it's employees. | _____ (Required) |

- 12 Warranty I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply. _____ (Required)
- 13 University System Participation I acknowledge that in some instances, other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of this bid and its resultant contract. _____ (Required)
- 14 Non-Collusive Bid I acknowledge that any bid responses submitted are not the result of collusion with other eligible bidders, with any employee of the State or University, and no effort has been made to preclude UNL from obtaining the most advantageous response possible to this bid. _____ (Required)
- 15 University Employee I affirm that if I am an employee of the University of Nebraska, I have notified the buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel. _____ (Optional)
- 16 Deviations/Exceptions/Bid Compliance If you do not comply or partially comply with any terms, conditions, specifications, processes, etc. of this bid, we ask that you indicate those sections and your counter term, condition, explanation here. Failure to provide such information here indicates that you are in complete compliance with those terms, conditions, specifications as stated in this bid. Attachments can be included in your bid response, but you must indicate here that an attachment is provided. Please include any deviations/exceptions/bid compliance counter terms. _____ (Optional)
- 17 Attachments Any response attachments must be 25MB or smaller in size per file. Please indicate whether or not you will be supplying attachments with your bid response. Valid Responses: [Please Select], Yes, attachments included, No attachments _____ (Required)
- 18 Contractor's Certificate of Insurance I acknowledge and understand that prior to the commencement of any work, successful bidder is required to furnish a certificate of insurance with coverage's to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file in the Procurement Services office prior to any commencement of work. It is absolutely necessary that "The Board of Regents of the University of Nebraska as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that a "Completed Operations Coverage" must be included as part of the vendor's General Liability. In addition to standard insurance coverage's the vendor will be required to carry minimum: \$1 million per claim & \$3 million per occurrence for liability and property damage. _____ (Required)

- 19 Company Representatives If the awarded bidder, our company agrees to provide an account representative and customer service coordinator as outline in the Scope of Work. This includes availability between the hours of 8am and 5pm on weekdays. If this differs in any way, please describe in the notes section provided for the line. _____ (Required)
Valid Responses: [Please Select], Yes, No
- 20 Management Team for UNL Provide the name and title of account reps for the UNL account, if awarded the contract. _____ (Required)
- 21 Change of Account Representative UNL reserves the right to effect a change in the Account Representative assigned to this account if his/her performance is deemed unsatisfactory. _____ (Required)
- 22 Customer Service Philosophy; Quality Assurance Submit a detailed statement with respect to Bidder's customer service philosophy. In addition, submit an explanation of Bidder's quality assurance measures. Submit in the Attachments tab of the bid. _____ (Required)
- 23 Manufacturer's Representatives and Brokers University's Contract Administrator and Dining Services Managers must have access to manufacturer representatives and brokers. If your company were awarded this contract, would UNL's Contract Administrator and UNL's Dining Services Managers have access to manufacturer representatives and brokers? _____ (Required)
Valid Responses: [Please Select], Yes, No
- 24 Lincoln Coverage Do the food brokers that represent your company have Lincoln, Nebraska in their coverage territory? _____ (Required)
Valid Responses: [Please Select], Yes, No
- 25 Years in Business How many years has your company been in the food service business? _____ (Required)
- 26 Ownership Is your company privately or publicly owned? _____ (Required)
- 27 Company Growth What is your company's growth track record? _____ (Required)
- 28 Company Customers How many customers does your company service? _____ (Required)
- 29 Size Similar to UNL How many customers does your company have similar in size to UNL? _____ (Required)
- 30 Percentage of Business for Education What percent of your total business comes from supplying food and related products to public schools, colleges and universities? _____ %
(Required)
- 31 Decision Authority Does your facility have the authority to decide what products are carried in your inventory, or are these decisions made at the corporate level? _____ (Required)
- 32 Annual Sales What is the dollar amount of your company's annual sales? \$ _____
(Required)
- 33 Warehouse Suppliers How many Suppliers supply your warehouse? _____ (Required)
- 34 Subsidiaries Does your company own any subsidiaries that supply food or related products to your existing customers (e.g. produce house, meat packing company, etc.)? _____ (Required)
Valid Responses: [Please Select], Yes, No
- 35 Subsidiaries-Cont. If "Yes" please list those companies and their respective sales volume. _____ (Optional)

36	Value-Added Services	Describe any additional services the proposed manufacturers and/or your company are willing to provide. Consideration will be given to those proposals which contribute to establishing a long term Supplier Relationship with the University.	_____ (Required)
37	New Products	Please describe any new products you anticipate selling in the near future.	_____ (Optional)
38	Nutritional Information & Ingredient Statements	Nutritional Information and Ingredient Statements are available for all products offered. By checking this box bidders acknowledge that this information is available, and will be provided to the University if requested.	_____ (Required)
39	Online Product Information	Do you have a web site where the nutrition and product information is available? Valid Responses: [Please Select], Yes, No	_____ (Required)
40	Web Address	If your company has a website, please provide the address. If no address is available please enter "www.none.com"	_____ (Required)
41	Good, Fresh, Local Program (GFL)	The GFL program began in September 2005 and is a very popular local dining program with students and the UNL community. This program defines 'local' as food that comes from Nebraska farmers, producers, and manufacturers. Please explain if any of your products would qualify under this program? If none, please note this in your response.	_____ (Required)
42	Established Relationships With Nebraska Producers	Has your company established relationships or is your company working toward establishing relationships with Nebraska producers that use sustainable agriculture practices? Valid Responses: [Please Select], Yes, No	_____ (Required)
43	Nebraska Producers	List the Nebraska producers that provide food products to your company and list a few of the items purchased.	_____ (Optional)
44	Health and Sanitation Inspections	Submit three (3) health/sanitation inspection reports issued within the past year by State/City/County Health Departments, preferably from sites located in Nebraska, if possible. Submit reports in the Attachments tab of the bid.	_____ (Required)
45	Recalls	What are your procedures for notifying the University in the event of food/product recalls.	_____ (Required)
46	Inspections	Are you inspected by a 3rd party firm? Valid Responses: [Please Select], Yes, No	_____ (Required)
47	3rd Party Inspector	If you are inspected by a 3rd party firm, please provide the company's name.	_____ (Optional)
48	HACCP	Do you have a HACCP plan for your facility? Valid Responses: [Please Select], Yes, No	_____ (Required)
49	HACCP-Cont.	If no, are you currently working on implementing a HACCP plan? Valid Responses: [Please Select], Yes, No	_____ (Optional)
50	HACCP-Cont. Implementation	If yes, what is your target date for implementation?	_____ (Optional)
51	HACCP-Suppliers	Do your suppliers participate in a HACCP plan? Valid Responses: [Please Select], Yes, No	_____ (Required)

52	HACCP-Suppliers List	Are you willing to share with the University a list of those suppliers? Valid Responses: [Please Select], Yes, No	_____ (Required)
53	Ordering Capabilities	Do you offer web-based ordering? Valid Responses: [Please Select], Yes, No	_____ (Required)
54	CBORD Interface	Will your computer system interface with the CBORD Food Management System (Version FSS 10.5)? Valid Responses: [Please Select], Yes, No	_____ (Required)
55	UNL Specific Stock Catalog	Do you have the capabilities to create an electronic UNL specific stock catalog from which orders can be directly placed. For example, a UNL employee sign in to their account, and only vegetarian cheese are available for ordering. The employee enters the quantity needed in the system and places the order. Valid Responses: [Please Select], Yes, No	_____ (Required)
56	UNL Specific Stock Catalog-User Specific	Do you have the capabilities to customize an electronic catalog as outlined in the previous questions, and additionally by user login. For example, a contract administrator can view all cheese items available from the supplier and a dining services manager can see only vegetarian cheeses. Valid Responses: [Please Select], Yes, No	_____ (Required)
57	Order Confirmation	A line detail order confirmation will be sent via email to the user placing the order, and if needed any addition email address linked to the users account. The line detail will also confirm stock of items ordered, and note those items that will not be fulfilled.	_____ (Required)
58	Electronic Tracking System	Does your company have an electronic tracking system to find discounts, rebates or other promotional programs? Valid Responses: [Please Select], Yes, No	_____ (Required)
59	Minimums	There shall be no ordering or delivery minimums. Additionally, no additional charges may be incurred due to order or delivery size.	_____ (Required)
60	Ordering Process	Explain your ordering process and order schedule. Be sure to include cut off times for orders, cancellation, or additions.	_____ (Required)
61	Ordering Lead Time	What is the standard turn around time for the products you provide? This would be time (days or hours) it takes for delivery to arrive at our facilities after completing an order within your ordering system. If some of your products required additional lead time, please note this within the line item detail.	_____ (Required)
62	Emergency Orders	Explain your procedure for emergency orders.	_____ (Required)
63	Will-Call Orders Location	Do you have a depot where orders can be picked up by UNL if necessary? Valid Responses: [Please Select], Yes, No	_____ (Required)
64	Will-Call Address	What is the pick-up address for the will call orders?	_____ (Optional)
65	Special order item Lead Time	A special order item is defined as an item not currently stocked by the Supplier but requested as a one-time purchase by the University. What is your company's lead time for special order items?	_____ (Required)

66	Substitutions and Shortages	The University will assign a representative from each of the ordering food service facilities to perform ordering functions. Substitutions will not be made without the University's prior approval. The Supplier's account representative will contact the facility's ordering representative by 3:00 pm the weekday prior to the scheduled delivery to discuss any shortages and/or any substitutions that need to be made.	_____ (Required)
67	Daily Outs and Substitutions	An electronic report will be sent directly or be made available, listing the outs and substitutions by unit from the orders place the previous day. This report must be available no later than 7am.	_____ (Required)
68	Less Than Full Case Order	Upon request of the University, the supplier will sell certain items in smaller pack units or less than full case lots. These products should be listed as separate line items in the price list/order guide. There shall be no additional charge for this service. The University recognizes the difficulty of such a procedure and will limit the requests to items that can reasonably be sold in less than full case lots.	_____ (Required)
69	Reporting Capabilities	Does the University have the capability to self generate reports through your ordering system? Valid Responses: [Please Select], Yes, No	_____ (Required)
70	Reporting Capabilities-Types	List the types of reporting the University will be able to generate through your ordering system. Include a list of the types of filters available (i.e. account, delivery address, manufacturer, etc).	_____ (Required)
71	Product usage report	Submit a sample of a product usage report. Submit in the Attachments tab of the bid.	_____ (Required)
72	Rebate Tracking	Explain your supplier tracking system as it relates to the University capturing manufacturer rebates.	_____ (Required)
73	Additional Savings Options	Does your company have other payment terms which might afford UNL additional savings? Valid Responses: [Please Select], Yes, No	_____ (Required)
74	Additional Savings Options-Cont.	If yes, to additional Savings Options above, please explain.	_____ (Optional)
75	Opportunity Buys	Are you willing to help us take advantage of opportunity buys and stocking in your warehouse? Valid Responses: [Please Select], Yes, No	_____ (Required)
76	Pricing	Pricing must include all transportation charges to bidder(s), less any volume purchase incentives, rebates, off invoice allowances, or any other promotional allowances.	_____ (Required)
77	Fuel Surcharges	The University will not accept or be liable for any fuel surcharges.	_____ (Required)
78	Restocking Charges	There shall not be a restocking charge for items that are ordered in error, if the items are regular stock items of the Supplier	_____ (Required)
79	ACH Payments	Does your company have electronic ACH payment receipt capabilities? Valid Responses: [Please Select], Yes, No	_____ (Required)
80	cXML Invoicing	Does your company have electronic cXML (commerce eXtensible Markup Language) invoicing capabilities? Valid Responses: [Please Select], Yes, No	_____ (Required)

81	Early Payment Terms	Please indicate early payment (discount) terms. If no early payment discounts are available please indicate so. An example of early payment terms is: 2% 15, Net 30. These payment terms would apply to all payments made to your company, whether part of this bid or any other purchases made by the University.	_____ (Required)
82	Price Audits	The University reserves the right to conduct periodic price audits.	_____ (Required)
83	Storage Capabilities	What are your dry storage and cold storage capabilities (sq ft) ?	_____ (Required)
84	Inventory	How often is your inventory turned during a one year period?	_____ (Required)
85	Low volume or slow moving items	What is your company's inventory policy regarding low volume or slow moving items?	_____ (Required)
86	Inventory minimums	Do you have inventory minimums for low volume, slow moving items?	_____ (Required)
87	Picking Orders	When your warehouse personnel "pick" UNL's orders for delivery, will they pick each UNL ordering facility's order as a separate customer/account order? Valid Responses: [Please Select], Yes, No	_____ (Required)
88	Picking Method	Do your warehouse personnel pick all of UNL's orders using a bulk method, and separate the orders/items as the delivery person arrives at each UNL facility? Valid Responses: [Please Select], Yes, No	_____ (Required)
89	Fill Rates for Other Insitutions	What is your current fill rate for orders (with no substitutions allowed) for institutions similar in size to the University of Nebraska-Lincoln ?	_____ % (Required)
90	Delivery Vehicles	How many delivery vehicles are operated from your warehouse?	_____ (Required)
91	Delivery Drivers	The awarded bidder(s) are responsible for verifying all drivers are bonded and documentation will be provided to the University upon request.	_____ (Required)
92	Delivery Service	Do you contract out your delivery service? Valid Responses: [Please Select], Yes, No	_____ (Required)
93	Contracted Delivery Service	If yes, please list the name of the delivery company you contract with.	_____ (Optional)
94	Saturday Delivery	Do you deliver on Saturdays? Valid Responses: [Please Select], Deliver Saturdays, No Sat Deliveries	_____ (Required)
95	Dark Drop Deliveries	Does your company provide delivery service during the hours of 1:00am and 6:00am on weekdays? Valid Responses: [Please Select], Yes, No	_____ (Required)
96	GPS	Does your transportation department have G.P.S. for tracking your delivery vehicles? Valid Responses: [Please Select], Yes, No	_____ (Required)
97	GPS-Continued	If your answer is "No", please explain what method your company uses to track the location of your delivery vehicles	_____ (Optional)

98	Beverage Equipment	<p>The University desires to have all beverage equipment installed and operational by August 1, 2014. If more time is needed, the installation period may be extended through mutual agreement of the University and the Supplier. The University will bring electrical lines, water lines and drains where needed to the proposed locations. The Supplier shall be responsible for final installation of the dispensing equipment at their expense. In the event new electric lines or water lines need to be run to a proposed location, will your company share in this expense?</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
99	Equipment Expense	<p>What percent of the expense does your company agree to pay?</p>	_____ % (Required)
100	Fish Products	<p>All fish purchased by the University from China shall be processed by Highlander Foods Group or Icelandic & Fishery products.</p>	_____ (Required)
101	Cheese and Related Products	<p>The University shall have the opportunity to purchase vegetarian cheese and vegetarian products containing cheese with non-animal rennet. Product information shall be provided to the University as requested.</p>	_____ (Required)
102	Gluten Free	<p>Do you have gluten free items available? If yes, provide an attachment with these specific products and their nutritional information in a single file within the Response Attachments tab.</p> <p>Valid Responses: [Please Select], Yes, Attachment added, No GF Products</p>	_____ (Required)
103	Gourmet Foods	<p>The University's catering operations have unique food needs. Does your company offer a line of up-scale gourmet food products?</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
104	C-Store Items	<p>Do you currently stock c-store items or have the capability to stock and sell these item?</p>	_____ (Required)